

AGREEMENT FOR SALE

MOUZA - PODRAH, P.S. SANKRAIL,
DISTRICT - HOWRAH.

THIS AGREEMENT FOR SALE is made on this day of ,
2020 **B E T W E E N UNIKUE CONHEIGHT PRIVATE LIMITED** (PAN
NO. AABCU8056G), having it's office at 48BB, Block- 352, Shanti Pally,
Rajdanga, Kasba (Near to Delhi Public School), P.S. Kasba, P.O. East
Kolkata Township, Kolkata- 700107, being represented by one of it's
Director- **MD. SAJID** (PAN- BQEPM9517P), (Aadhaar No. 2128 8535 3973),
son of Late Md. Hanif, all by faith- Mohammedan, by occupation- Business,

UNIKUE CONHEIGHT PRIVATE LIMITED

Md. Sajid

- Director

residing at 48BB, Block- 352, Shanti Pally, Rajdanga, Kasba (Near to Delhi Public School), P.S. Kasba, P.O. East Kolkata Township, Kolkata- 700107, at present residing at 'Maa Sitala Apartment', Andul Road, Village & P.O. Podrah (D.S. Lane), P.S. Sankrail, District- Howrah, Pin- 711109, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs legal representatives, executors, successors, assigns etc.) of the **FIRST PART**;

A N D

1) **NIRMAL KUMAR BANDHAPADHYAY** (PAN- BGXPB3599P), (Aadhaar No. 4853 4382 0737), son of Late Bonomali Bandhapadhyay, by faith- Hindu (Indian), by occupation- Retired from Service, residing at Village- Chandrabati, Uttar Podrah, P.O. Podrah, P.S. Sankrail, District- Howrah, Pin- 711109, 2) **SMT. NIRA MUKHERJEE** (PAN- CSMPM0270J), (Aadhaar No. 3377 1172 3699), wife of Sri Sadhan Mukherjee, residing at Chandrabati Nebu Khali Math, Village & P.O. Podrah, P.S. Sankrail, District- Howrah, Pin- 711109, 3) **SMT. IRA PANJA** (PAN- DEHPP2592H), (Aadhaar No. 8782 1074 4892), wife of Sri Biswajit Panja, residing at Village & P.O. Duillya, P.S. Sankrail, District- Howrah, Pin- 711302, 4) **SMT. DHIRA MAJUMDER** (PAN- CGMPM7066E), (Aadhaar No. 8474 6553 5803), wife of Sri Koushik Majumder, residing at 41, A.J.C. Bose Road, P.O. & P.S. Thakurpukur, District- South 24-Parganas, Pin- 700063, 2 to 4 all by faith- Hindu (Indian), by occupation- Household duties, and daughter of Late Sujan Kumar Bandhopadhyay, 5) **SRI SUKUMAR BANDHAPADHYAY** (PAN- CLNPB4961P), (Aadhaar No. 4159 5312 2917), son of Late Bonomali Bandhapadhyay, by faith- Hindu (Indian), by occupation- Retired from Service, residing at Village- Chandrabati, Uttar Podrah, P.O. Podrah, P.S. Sankrail, District- Howrah, Pin- 711109, 6) **SRI TAPAN KUMAR KHARA**

(PAN- BDHPK0143B), (Aadhaar No. 7482 8806 5192), son of Sri Jitendra Nath Khara, by faith- Hindu (Indian), by occupation- Service, residing at Chandrabati, Podrah, Village & P.O. Podrah, P.S. Sankrail, District- Howrah, Pin- 711109, all being represented by their Attorney- **UNIKUE CONHEIGHT PRIVATE LIMITED** (PAN NO. AABCU8056G), having it's office at 48BB, Block- 352, Shanti Pally, Rajdanga, Kasba (Near to Delhi Public School), P.S. Kasba, P.O. East Kolkata Township, Kolkata- 700107, being represented by one of it's Director- **MD. SAJID** (PAN- BQEPM9517P), (Aadhaar No. 2128 8535 3973), son of Late Md. Hanif, all by faith- Mohammedan, by occupation- Business, residing at 48BB, Block- 352, Shanti Pally, Rajdanga, Kasba (Near to Delhi Public School), P.S. Kasba, P.O. East Kolkata Township, Kolkata- 700107, at present residing at 'Maa Sitala Apartment', Andul Road, Village & P.O. Podrah (D.S. Lane), P.S. Sankrail, District- Howrah, Pin- 711109, hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs legal representatives, executors, successors, assigns etc.) of the **SECOND PART**;

A N D

hereinafter referred to as the **PURCHASERS/ALLOTTEES** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS the 'D'- Schedule noted property along with other properties originally belonged to one Bonomali Bandhopadhyay. After his death his

three sons namely- Nirmal Kumar Bandhopadhyay, Sukumar Bandhopadhyay and Sujan Kumar Bandhopadhyay became the owners and occupiers of the property left by the deceased Bonomali Bandhopadhyay and when the said Sujan Kumar Bandhopadhyay was in possession and enjoyment of this property he died intestate leaving behind him his three daughters namely- Nira Mukherjee, Ira Panja and Dhira Majumdar, Owner Nos. 2, 3 and 4 and when the said Sukumar Bandhopadhyay was in possession and enjoyment he sold a part of his property to Tapan Kumar Khanra, Owner No. 6 by a Deed of Sale being No. 1475 for the year 1998 which is duly executed and registered before the Additional District Sub-Registrar, Ranihati. In this way all the Owners became the exclusive owners and occupiers of the 'D'- Schedule noted property.

AND WHEREAS the Owner Nos. 1 to are the joint owner and occupier now seized and possessed and/or otherwise well and sufficiently entitled to all that piece and parcel of Mokarari Mourashi Bastu land measuring about 13 Cottahs 02 Chittaks 30 Sq.ft. (more or less) together with structures standing thereon comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308, L.R. Khatian No. 899 and 2024, Hal L.R. Dag No. 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah within the jurisdiction of the office of the District Sub-Registry Office at Howrah and Additional District Sub-Registry Office at Ranihati which is more fully and particularly described in Schedule- 'A' hereunder written.

AND WHEREAS the Owner No. 5 is the owner and occupier now seized and possessed and/or otherwise well and sufficiently entitled to all that piece and parcel of Mokarari Mourashi Bastu land measuring about 04 Cottahs be same a little more or less together with structures standing

thereon comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308/1331, L.R. Khatian No. 2020, Hal L.R. Dag No. 346 and 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah- 711109 within the jurisdiction of the office of the District Sub-Registry Office at Howrah and Additional District Sub-Registry Office at Ranihati which is more fully and particularly described in Schedule- 'B' hereunder written.

AND WHEREAS the Owner No. 6 is the owner and occupier now seized and possessed and/or otherwise well and sufficiently entitled to all that piece and parcel of Mokarari Mourashi Bastu land measuring about 02 Cottahs 04 Chittaks be same a little more or less together with structures standing thereon comprised within R.S. Khatian No. 427, R.S. Dag No. 308/1331, L.R. Khatian No. 2024, Hal Khatian No. 3613, Hal L.R. Dag No. 346 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah- 711109 within the jurisdiction of the office of the District Sub-Registry Office at Howrah and Additional District Sub-Registry Office at Ranihati which is more fully and particularly described in Schedule- 'C' hereunder written.

AND WHEREAS all the Owners hereto for better enjoyment of their respective above mentioned properties at present total area about 19 Cottahs 06 Chittaks 30 Sq.ft. be the same a little more or less comprised within comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308, 308/1331, L.R. Khatian No. 899, 2024, 2020, 3613, L.R. Dag No. 346 and 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah intend to have their aforesaid properties amalgamated their properties vide Deed No. 050104741 for the year 2018 which is registered in Book No. I, Volume No. 0501-2018, Page from 144199 to 144230, before

D.S.R. Howrah which is more fully and particularly described in Schedule- 'D' herein below.

AND WHEREAS all the above stated owners jointly prepared a building plan over 'D'- Schedule noted property which is duly sanctioned by Howrah Zilla Parishad vide Memo No. 406/032/HZP/EP dated 07.02.2019.

AND WHEREAS while seized and possessed of the aforesaid two parties in all measuring 19 Cottahs 06 Chittaks 30 Sq.ft. which are specifically mentioned in the Schedule- 'D' herein below, the Owners, being short of Funds and Technical knowledge and for the purpose of doing investment on their said properties jointly in a profitable manner by constructing a multi-storied building thereon, approached the Developer/ Promoter/Second Party to raise construction on the said property and to fulfill the purpose and accordingly they already entered into, executed and registered three separate Development Agreement (i) being No. 050101140 for the year 2020, Book No. I, Volume No. 0501-2020, Pages from 39817 to 39853 which was registered before the District Sub-Registrar at Howrah on 26th February, 2020 executed by Vendor Nos. 1 to 4, (ii) being No. 050101141 for the year 2020, Book No. I, Volume No. 0501-2020, Pages from 39916 to 39943 which was registered before the District Sub-Registrar at Howrah on 26th February, 2020 executed by Vendor No. 5 and (iii) being No. 050101142 for the year 2020, Book No. I, Volume No. 0501-2020, Pages from 39854 to 39887 which was registered before the District Sub-Registrar at Howrah on 26th February, 2020 executed by Vendor No. 6.

AND WHEREAS for smooth running of the work and allied incidents the above stated owners/vendors executed three separate Registered Development Power of Attorney after Registered Development Agreement

which are duly executed on 26.02.2020 and registered before the District Sub-Registry Office Howrah, and registered in (i) Book No. I, Volume No. 0501-2020, Pages- 39747 to 39777, Being No. 050101145 for the year 2020, by Owners Nos. 1 to 4, (ii) Book No. I, Volume No. 0501-2020, Pages- 39797 to 39816, Being No. 050101144 for the year 2020, by Owner No. 5 and (iii) Book No. I, Volume No. 0501-2020, Pages- 39778 to 39796, Being No. 050101146 for the year 2020, by Owners No. 6.

AND WHEREAS after receiving duly sanctioned Plan from the appropriate authority i.e. Howrah Zilla Parishad vide Memo No. 406/032/HZP/EP dated 07.02.2019 the Vendors through their Developer started construction work out of their own fund on the First Schedule noted property and several buildings construction work is about to be completed and the owners/developer are in search of intending Purchaser/Purchasers for the portion which the developers received as consideration from the Purchasers as per the said Agreement. The construction of the multi-storied building on the above schedule noted property on their own funds and the Developer have notified such advs/display to sale or dispose the Flats or unit to any such intending Purchaser or Purchasers.

AND WHEREAS the said land is earmarked for the purpose of building comprising multi-storied apartment buildings and the said project shall be known as "BONORADHA APARTMENT".

AND WHEREAS the Promoter is fully competent to enter into this agreement all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which the project to be constructed have been complied.

A N D W H E R E A S the Purchasers herein have approached the Developer to cut out a self contained Flat being No. on the Floor in Block- 'B' of a multi-storied (G+5) building namely- **BONORADHA APARTMENT**, totally measuring about Sq.ft./..... Sq.ft. Carpet area be the same a little more or less including super built-up area as described in the Second Schedule written hereunder @ Rs...../- per Sq.ft. i.e. at a total consideration of Rs...../- (Rupees) only being the cost of construction along with cost of undivided, proportionate, impartible share or interest in the land underneath corresponding to the said Flat as mentioned in the Second Schedule hereunder written including G.S. Tax of the Purchasers and the Purchasers paid a sum of Rs...../- only as per Memo of Consideration as advance money out of the total consideration amount and balance amount of Rs...../- (Rupees) only will be paid as per Schedule herein below and the Purchasers has/have full knowledge of all the laws, rules and regulations, notifications etc. applicable to project.

A N D W H E R E A S the said Owners have agreed to convey all that the undivided proportionate impartible share in the land underneath the said Flats to be completed on behalf of the Purchasers by the Developer provided the consideration as mentioned in the Third Schedule written hereunder is received by the said Owners through their Constituted Attorney, the Developers herein.

A N D W H E R E A S the Owners/Developer have agreed to construct the said Flat as Agent or Contractor of the Purchasers at and for the total consideration of Rs...../- (Rupees) only for Flat including G.S. Tax to be paid by the Developer and described in the Third Schedule written hereunder as the full and final consideration for

the said Flat being No., totally measuring aboutSq.ft. including super built-up area on the floor to be completed on the First Schedule noted property of this Deed by December, 2023.

A. IN THIS AGREEMENT UNLESS IT IS CONTRARY OR REPUGNANT TO THE CONTEXT :-

I. **Purchasers** shall mean

and include their heirs, executors, administrators, legal representatives, successors and/or successors-in-interest or permitted assigns.

II. **Owners** and/or **Vendors** shall mean 1) **NIRMAL KUMAR BANDHAPADHYAY** (PAN- BGXPB3599P), (Aadhaar No. 4853 4382 0737), son of Late Bonomali Bandhapadhyay, by faith- Hindu (Indian), by occupation- Retired from Service, residing at Village- Chandrabati, Uttar Podrah, P.O. Podrah, P.S. Sankrail, District- Howrah, Pin- 711109, 2) **SMT. NIRA MUKHERJEE** (PAN- CSMPPM0270J), (Aadhaar No. 3377 1172 3699), wife of Sri Sadhan Mukherjee, residing at Chandrabati Nebu Khali Math, Village & P.O. Podrah, P.S. Sankrail, District- Howrah, Pin- 711109, 3) **SMT. IRA PANJA** (PAN- DEHPP2592H), (Aadhaar No. 8782 1074 4892), wife of Sri Biswajit Panja, residing at Village & P.O. Duillya, P.S. Sankrail, District- Howrah, Pin- 711302, 4) **SMT. DHIRA MAJUMDER** (PAN- CGMPPM7066E), (Aadhaar No. 8474 6553 5803), wife of Sri Koushik Majumder, residing at 41, A.J.C. Bose Road, P.O. & P.S. Thakurpukur, District- South 24- Parganas, Pin- 700063, 2 to 4 all by faith- Hindu (Indian), by occupation- Household duties, and daughter of Late Sujan Kumar Bandhopadhyay, 5) **SRI SUKUMAR BANDHAPADHYAY** (PAN- CLNPB4961P), (Aadhaar No. 4159 5312 2917), son of Late Bonomali Bandhapadhyay, by faith- Hindu

(Indian), by occupation- Retired from Service, residing at Village- Chandrabati, Uttar Podrah, P.O. Podrah, P.S. Sankrail, District- Howrah, Pin- 711109, 6) **SRI TAPAN KUMAR KHARA** (PAN- BDHPK0143B), (Aadhaar No. 7482 8806 5192), son of Sri Jitendra Nath Khara, by faith- Hindu (Indian), by occupation- Service, residing at Chandrabati, Podrah, Village & P.O. Podrah, P.S. Sankrail, District- Howrah, Pin- 711109 and include unless otherwise repugnant to the subject or context their heirs, executors, legal representatives and their successors-in-interest and assigns as the case may be as described in the Second Part of this Deed.

III. **Building** shall mean and include multi-storied building namely **BONORADHA APARTMENT** which the Developers are getting constructed or planning to get constructed on the demarcated part of the said First Schedule noted land.

IV. **THE PROPERTY** shall mean the above mentioned and hereunder written in the First Schedule mentioned property measuring about 19 Cottahs 06 Chittaks 30 Sq.ft. be the same a little more or less comprised within comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308, 308/1331, L.R. Khatian No. 899, 2024, 2020, 3613, L.R. Dag No. 346 and 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah, Pin- 711109, more fully and particularly described in the First Schedule written hereunder.

V. **Unit** shall mean the Flat and/or constructed area in the building intended and/or capable of being exclusively occupied by the Purchasers as described in the Second Schedule of this Deed of Agreement.

VI. **The Plan** shall mean the plan, elevations, designs and specifications of the constructions as prepared by the Architects employed by the Developer and will include variations therein as and when made duly sanctioned by Howrah Zila Parishad vide Memo No. 406/032/HZP/EP dated 07.02.2019 in the name of the Vendors.

VII. **Land** shall mean the Mokarari Mourashi Bastu land containing an admeasuring area about 19 Cottahs 06 Chittaks 30 Sq.ft. be the same a little more or less comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308, 308/1331, L.R. Khatian No. 899, 2024, 2020, 3613, L.R. Dag No. 346 and 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah, Pin- 711109, with all easement rights under jurisdiction of A.D.S.R. Ranihati, District Registrar Howrah, more fully and particularly described in the First Schedule written hereunder.

VIII. **Details** and particulars regarding construction of Building/Flat/ Unit are set out in Fourth Schedule of this Agreement for Sale.

IX. **Principal Agreement** shall mean Development Agreements which are duly registered on 26th day of February, 2020, which is duly executed and registered before District Sub-Registry Office Howrah and registered in Book (i) being No. 050101140 for the year 2020, Book No. I, Volume No. 0501-2020, Pages from 39817 to 39853 which was registered before the District Sub-Registrar at Howrah on 26th February, 2020 executed by Vendor Nos. 1 to 4, (ii) being No. 050101141 for the year 2020, Book No. I, Volume No. 0501-2020, Pages from 39916 to 39943 which was registered before the District Sub-Registrar at Howrah on 26th February, 2020 executed by Vendor No. 5 and (iii) being No. 050101142 for the year 2020, Book No. I, Volume No. 0501-2020, Pages from 39854 to 39887 which was registered before the District Sub-Registrar at Howrah on 26th February, 2020 executed by Vendor No. 6.

X. **Power of Attorney** shall mean Power of Attorneys registered on 26th day of February, 2020 and registered before the District Sub-Registry Office Howrah and registered in (i) Book No. I, Volume No. 0501-2020, Pages- 39747 to 39777, Being No. 050101145 for the year 2020, by Owners Nos. 1 to 4, (ii) Book No. I, Volume No. 0501-2020, Pages- 39797 to 39816, Being No. 050101144 for the year 2020, by Owner No. 5 and (iii) Book No. I,

Volume No. 0501-2020, Pages- 39778 to 39796, Being No. 050101146 for the year 2020, by Owners No. 6.

XI. **Common Purposes** shall mean and include the purpose of maintaining and managing the land and building and in particular the common parts, meetings of the common expenses matters to mutual rights and obligations of the Purchasers' interest relating to the land and building and the common uses as enjoyment thereof.

XII. **Common parts and Common areas** shall mean and the parts and equipments provided and/or reserved in the land or buildings for common uses and enjoyment and as described in Schedule below.

XIII. **Common Expenses** shall mean the expenses for common purposes including those mentioned in Schedule annexed hereto.

XIV. Act means W.B. Housing Industry Regulation Act (West Beng. Act XL1 of 2017).

XV. Rules means West Bengal Housing Industry Regulation Rules 2018 made under West Bengal Housing Industry Regulation Act, 2017.

XVI. Regulation means the regulation under the WBHIR Act, 2017.

XVII. Section means a Section of the Act.

B. The Developers have formulated the following scheme:-

I. The person desirous of acquiring the Flat/Flats, room/covered space will have the same constructed by agreeing with the Developer to get the Flat/Flats, room/Garage/covered space constructed on their own account and such person is hereinafter referred to as the Purchasers.

II. In consideration of the Purchasers entering into Agreement with the Developers for construction of the Flat, the Developers shall agree to have the proportionate undivided share in the land directly underneath the Flat transferred by the Owners to such Purchasers.

III. The Developer/Owners would have the units constructed along with the common parts for them and/or their behalf in accordance with plans already prepared, which may be varied if thought necessary by the Developer/Owners and the Purchasers would not be entitled to raise any objection in connection with such variation in the Sanction Plan.

IV. The Purchasers shall pay the consideration cost to the Developers as is agreed between them towards the cost of construction of Unit/Flat.

C. The Purchasers have satisfied themselves about the sanction plans and its title of the Owners and agree not to raise any objection with regard thereto. The Developer shall be at liberty to make changes in the plans as they deem fit and necessary from time to time in case of necessity.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows :-

1. In consideration of the payments, premises and covenants hereinafter contained and on the part of the Purchasers to be paid, observed and performed the Developer agree to nominate the Purchasers to the Owners for sale of an undivided proportionate share in the demised land directly underneath the Flat or Unit as mentioned hereinafter and to have the said Unit constructed for and on account of and at the cost of the Purchasers and also to have constructed all common parts on the terms and conditions in this Agreement with such modifications and alterations as may be considered to be necessary by the Developer.

2.(i) On completion of the construction and at all times hereafter the Purchasers shall be fully and absolutely entitled to own and hold the said unit and/or Flat and to use common parts in common with other Flat Owners only upon fulfillment of all the terms of this Agreement by the Purchasers.

(ii) The Purchasers doth hereby agree to pay to the Developer as remuneration and/or consideration for the said construction cost on the total sum mentioned in the Third Schedule as annexed hereto in installments as mentioned herein which is mentioned whatsoever.

3.(i) To procure other Purchasers shall be the option of the Developer and the Developer shall be free to procure them and execute similar agreements with them from time to time.

(ii) The Purchasers shall have no connection whatsoever with the other Purchasers of units and there shall have no privacy of contract or any agreement or agreements or obligations or interest as amongst the co-Purchasers express or implied and the Purchasers shall be responsible to the Developer for fulfillment of the Purchasers' obligation hereunder irrespective of whether the Developer can procure other Purchasers or can procure only a few of them and the Purchasers' obligations and the developer a right hereunder shall in no way be affected of prejudiced thereby.

4.(i) The Purchasers shall pay proportionate amounts required to be paid by way of security deposits for obtaining electric meter from CESC. The proportionate amount determined by the Developer shall be paid by the Purchasers before taking possession of the Unit without raising any objection whatsoever.

(ii) The Purchasers also agree to pay to the appropriate authority in addition to the cost of construction herein above stated, proportionately all taxes, outgoing and expenses including all charges for any addition or alterations in the said UNIT to the Developers and towards the common expenses after the date, the said Unit becomes ready for occupation till the

Developer hand-over possession of the common parts to the service company if any as the case may be and for the said purposes.

5. The Developer/Owners with all co-Owners of the other Flats/units in the said complex may promote an Association for maintaining and/or running common parts, common areas and/or common purposes for the use and/or benefit of the Purchasers and/or the Purchasers doth hereby agrees to be its member and the Purchasers shall have to contribute his proportionate share towards such common expenses as may be fixed by the Developer and/or service company on and after delivery of possession of units/Flats to the respective Purchasers on fulfillment of all the taxes and conditions of this Agreement. The rules and/or bye-laws of the said company shall further provide for the admissibility shall abide by the rules, regulations, terms and conditions, of the Developer and/or service company and shall not appoint and/or engage any other service company for the aforementioned purposes.

6. Each of the unit will be provided with independent electric meter subject however to the provisions and regulations of the Electricity Supply Authority. The charges for installing electric meter and for supply shall have to be borne and paid by the Purchasers separately over and above the sale value of the Flat.

7. The Purchasers further agree and covenant as follows :-

- (i) Not to interfere with or hinder or obstruct in any manner whatsoever the construction of the building or any part thereof by the Developer and/or building contractor appointed by the Developer.
- (ii) To pay from time to time after completion of the unit, proportionate share of the common expenses as will be determined by the Developer or service company.

- (iii) To pay the Panchayat rates and taxes levied by any Authority on the unit and/or proportionately on the demised land and/or building and all charges for electricity/gas/telephone facilities.
- (iv) Not to do anything whereby the Developer and the said Owners will be prejudicially affected and to observe and perform the covenants and conditions as herein before and after mentioned.
- (v) In connection with the use and enjoyment of the said undivided proportionate importable share in the land and the unit -
 - (a) Not to throw any rubbish or store any article of combustible goods in the common parts save to such extent and in such place or places, if any as may be specified and/or permitted by the Developer/Owners.
 - (b) Not to carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said unit/Flat.
 - (c) Not to cause any nuisance or annoyance to the co-Purchasers and/ or occupants of other portion of building and/or units or to the occupiers of the other buildings in the neighbourhood or to the Owners.
 - (d) Not to use or allow to use of the said unit agreed to be purchased for the purpose of other than for quiet and decent residential purposes and in particular not to use the same for any Hotel, Nursing Homes, Boarding House, School, Manufacturing or processing work or office purposes or for storage purpose.
 - (e) Not to decorate or paint or otherwise alter the exterior of the said unit or common parts of the building in any manner save in accordance with the general scheme thereof as specified by the Developer/Owners.
 - (f) Not to do anything whereby the other co-Purchasers irrespective of caste and creed are obstructed or prevented from enjoying suitable and exclusively of their respective units and jointly of the common parts.
 - (g) Not to claim any right in any other part of the building and common areas save as may be necessary for ingress in and egress out for man,

materials, utilities, pipes, cables and lines to be installed in the said Flat and in particular not to do claim any rights to any parking space or storage cubicles or terrace have as be expressly granted.

(h) Not to display or affix any neon or sign board or glow sign on any outer wall of the building or the Flat or the common parts save to the extent and at the place specified from time to time by Owners.

(i) To allow the co-Purchasers the right of easement and/or quasi-easement as set out in Schedule annexed herein.

(j) To observe the rules framed by the Developer, Owners and/or service company which may be entrusted in this behalf by the Developer and/or to Owners regarding the manner of the use of the Flat, the common parts and demised land.

(k) Not to erect any building or structures on the common parts or in the Unit/Flat.

(l) To observe, fulfill and carry out all the obligations under this Agreement between the Purchasers and the Developer/Owners regarding construction of the said unit and matters relating thereto.

8. The Purchasers paying the entire consideration as aforesaid observing and performing the covenants and conditions herein contained on the part of the Purchasers shall peacefully and quietly hold and enjoy the said undivided importable share in the demised and the said Unit and the common parts when constructed and/or completed without any interruption from or by the Developer or any person claiming through or under Developer.

9. The Developer/Owners duly and properly observe their covenants under this Agreement between the Owners/the Developer and shall at the earliest cause to be conveyed unto the Purchasers the undivided

proportionate importable share in the demise land directly underneath the Flat described in the Second Schedule herein subject to the fulfillment of all terms, conditions and covenants of this Agreement by the Purchasers.

10. To allow and/or grant to the Purchasers at all times the rights, easements and quasi-easements contained in the Schedule annexed hereto subject to fulfillment of the terms of this Agreement.

11. If any new or enhancement tax or levy or betterment tax Development charges or levies are imposed under any status, rules and regulations on the construction cost and/or said land and/or unit and/or the buildings, the same shall be paid by the Purchasers to the Developer or service company without raising any objection thereto.

12. It is hereby agreed between the parties hereto that no escalation of the cost will be charged after this Agreement is executed.

13. It is in the case of acquisition of the land and/or building or any part thereof, the amount of compensation receivable by the Developer and/or Owners/Purchasers shall be apportioned as amongst the other Owners of the said complex.

14. The portion for the compensation receivable for the land shall be distributed between the Owners and the Purchasers according to the undivided importable share of the land of the respective Purchasers who had paid the price of the land in proportion to his respective interest in the land directly underneath the Flat.

15. The balance of compensation shall be distributed amongst all the co-Purchasers proportionately who had paid all the amounts payable by them

under this Agreement after completion of the building and in this respect the decision of the Developer shall be final and binding in all respects.

16. Any notice acquired to be served hereunder by the Developer shall be deemed to have been sufficiently served on the fourth of the date on which the same is delivered to the Postal Authority for transmission under Registered Post with Acknowledgement due.

17. After handed over all Flats to the Purchasers and owners a Committee will be formed by Purchasers/Owners in the presence of Promoter/Developer. This committee/association will be sole responsible for all purposes. There should not interfere by the Developer/Promoter.

18. The Purchasers hereby irrevocably agree as a specific condition that he will not at any time claim any right of preemption in respect of sale of any constructed unit and/or Flat with undivided proportionate impartible share in the land underneath the Flat by and/or against any other Purchasers in the same building.

19. Due to any unavoidable circumstances, act of God and due to non-availability of materials, labours, power and water and due to force majeure or strikes of any nature or by any Court's order of the Government or Semi-Government authority the completion of construction and the hand over of unit is delayed, the Purchasers shall neither be entitled to claim any compensation from the Developer/ owners nor shall be entitled to cancel the Agreement or demand refund of any amount otherwise Promoter shall compensate the Purchasers/Allottee.

20. That if the Purchaser wants to cancel the said Agreement at his own motion then the Promoter will be at liberty to return the earnest money after

deducting 10% from the same to the intending Purchasers after a reasonable time.

21. Subject to provision contained in proceeding clause the Developer shall make ready the said unit in a decent and habitable manner within scheduled time from the date hereof and shall also complete and install the common portion and service at the time of possession and registration.

The allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. If it is without any fault of the Promoter, the Promoter is entitled to forfeit the booking amount paid for the allotment. The balance amount will be refunded to the allottee within 45 days of such cancellation.

It is agreed that in case of any structural defect in workmanship, quality or Provisions of services or any other obligations of the Promoter as per agreement for sale relating such development is brought to the notice of the Promoter within a period of 5 (five) years from the date of handing over of possession the Promoter shall rectify the same within 30 days otherwise Purchasers shall compensate in the manner as provided under the Act.

22. USAGE :

Use of Service Areas : The service areas, if any, as located within the Bonoradha Apartment, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG Set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned Plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than

those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

23. COMPLIANCE WITH RESPECT TO THE APARTMENT :

23.1 The Allottee shall after taking possession, be solely responsible to maintain the Apartment as his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

23.2 The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

24. ADDITIONAL CONSTRUCTION :

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

25. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Building.

26. BINDING EFFECT :

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

27. RIGHT TO AMEND :

The Agreement may only be amended through written consent of the parties.

28. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/
SUBSEQUENT ALLOTTEES :

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

29. WAIVER NOT A LIMITATION TO ENFORCE :

29.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee is not making payments as per the Payment Plan (Annexure C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

29.2 Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

30. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or

the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

31. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Pboject, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

32. NOTICE :

That all notices to be served on the allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below :

..... Name of Allottee.

..... Allottee Address

M/s. Promoter Name

..... Promoter address.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

33. JOINT ALLOTTEES :

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

34. SAVINGS :

Any application, letter, allotment letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

35. GOVERNING LAW :

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

36. All documents including registration must be done through the Developer's Advocate, Sri Rabin Kumar Karmakar, Podrah, Howrah.

37. All disputes and differences arising out of the Agreement or in respect of this Agreement shall be referred to the sole arbitration of the arbitrator appointed by the Developer/Owners with the approval of Purchasers whose decision shall be final and binding on all the parties.

38. The Arbitrator shall have the summary powers and may or may not keep any record of Arbitration Act, 1996 with all modifications for the time being in force.

SCHEDULE - 'A'

(Owners- Sri Nirmal Kumar Bandopadhyay, Smt. Nira Mukherjee, Smt. Ira Panja and Smt. Dhira Majumder)

ALL THAT piece and parcel of Mokarari Mourashi Bastu land measuring about 13 Cottahs 02 Chittaks 30 Sq.ft. (more or less) together with structures standing thereon comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308, L.R. Khatian No. 899 and 2024, Hal L.R. Dag No. 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah within the jurisdiction of the office of the District Sub-Registry Office Howrah and Additional District Sub-Registry Office at Ranihati, District- Howrah butted and bounded as follows :-

On the North : 4' feet wide common passage;
 On the South : Land of Sushil Adhikari & Sima Roy;
 On the East : R.S. Dag No. 308/1331;
 On the West : 17'-0" feet wide Road.

SCHEDULE - 'B'

(Owner- Sri Sukumar Bandopadhyay)

ALL THAT piece and parcel of Mokarari Mourashi Bastu land measuring about 04 Cottahs be same a little more or less together with structures standing thereon comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308/1331, L.R. Khatian No. 2020, Hal L.R. Dag No. 346 (02 Cottahs 06

Chittaks) and 320 (01 Cottah 10 Chittaks) within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah- 711109 within the jurisdiction of the office of the District Sub-Registry Office Howrah and Additional District Sub-Registry Office at Ranihati, District- Howrah butted and bounded as follows :-

On the North : 4' feet wide common passage;
 On the South : Land of Sushil Adhikari & Sima Roy;
 On the East : R.S. Dag No. 308/1331;
 On the West : 17'-0" feet wide Road.

SCHEDULE - 'C'

(Owner- Sri Tapan Kumar Khara)

ALL THAT piece and parcel of Mokarari Mourashi Bastu land measuring about 02 Cottahs 04 Chittaks be same a little more or less together with structures standing thereon comprised within R.S. Khatian No. 427, R.S. Dag No. 308/1331, L.R. Khatian No. 2024, Hal Khatian No. 3613, Hal L.R. Dag No. 346 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah- 711109 within the jurisdiction of the office of the District Sub-Registry Office Howrah and Additional District Sub-Registry Office at Ranihati, District- Howrah butted and bounded as follows :-

On the North : 4' feet wide common passage;
 On the South : Part of R.S. Dag No. 308/1331;
 On the East : 4' feet wide common passage;
 On the West : Part of R.S. Dag No. 308/1331.

THE FIRST SCHEDULE
(AMALGAMATED PROPERTY)

ALL THAT piece and parcel of Bastu land about 19 Cottahs 06 Chittaks 30 Sq.ft. be the same a little more or less comprised within comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308, 308/1331, L.R. Khatian No. 899, 2024, 2020, 3613, L.R. Dag No. 346 and 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah within the jurisdiction of the office of the District Sub-Registry Office Howrah and Additional District Sub-Registry Office at Ranihati, District- Howrah, Pin- 711109, which is delineated by RED colour border in the Plan annexed herewith. Butted and bounded by:-

On the North : 4' feet wide common passage.
On the South : 4' feet wide common passage and others property.
On the East : 4' feet wide common passage.
On the West : 17' feet wide passage.

THE SECOND ('E') SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a self contained Flat being Flat Nos. on the Floor of **Block-** of the building namely- **BONORADHA APARTMENT** to be constructed totally measuring about Square feet including super built-up area be the same a little more or less including undivided proportionate share of land along with common areas as mentioned in the 'D'- Schedule noted property.

THE THIRD SCHEDULE ABOVE REFERRED TO

Total Consideration for Flat Nos. on Floor is Rs. /-
(Rupees) only including G.S. Tax together with proportionate share of land underneath the Flat. It is to be noted one year's maintenance charges of Rs.15,000/- to be paid by the Intending Purchasers separately per year till total handover of building.

Advance – Installments as follows :-

- (a) At the time of Agreement Rs...../- as per memo below.
- (c) Balance amount Rs..... (including G.S. Tax) will be paid as per demand.

Balance Payment Schedule

- 10% at the time of Agreement.
- 15% at the time of construction of plinth.
- 10% at the time of construction of Ground floor.
- 10% at the time of construction of First floor.
- 10% at the time of construction of Second floor.
- 10% at the time of construction of Third floor.
- 10% at the time of construction of Fourth floor.
- 10% at the time of construction of Fifth floor.
- 10% at the time of Brick work.
- 5% on possession or Registration whichever is earlier.

ADDITIONAL PAYMENT TO BE MADE OVER AND ABOVE THE
CONSIDERATION AMOUNT

Extra work only at the request of the Purchasers and the price for such work to be paid in advance.

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. Stair on all the floors with lift for 4/5 persons.
2. Staircases and landings and the stair cases of stair room.
3. Common passage and lobby on the Ground and the upper floors.
4. Water pump and pump room, water tank, water pipes and other plumbing installations.
5. Electric Wiring, meters and meter room.
6. Drainage, sewers and interior roads.
7. Such other common areas, parts, equipments, installations, fixtures, fittings and its spaces in or about the said building or buildings as are necessary for the use and occupation of the Flats/ Flats in common and expressly to be the common parts after construction of the building or buildings but excluding the covered parking spaces or areas.
8. One bathroom with Indian Pan for ward-staff on Ground floor.
9. Boundary wall 4' ft. height including gate should be provided surrounded the projected area if possible.

THE FIFTH SCHEDULE ABOVE REFERRED TO

1. All costs of maintenance, operations, repairs, replacements, services and white washing, painting, rebuilding, reconstructing, decorating and

- redecorating of all the common areas/parts. The fixtures, fittings, electrical wiring and equipment in, under or upon the building enjoyed by or used in common by the occupiers of the building.
2. The salaries of all the persons employed for the said purposes.
 3. All charges and deposits for supplies of common facilities and utilities.
 4. Insurance premium for insuring the said Building and every part thereof against earthquake, damage by fire, lightning, mob violation, civil commotion, etc.
 5. Panchayat taxes, multi-storied building tax, other outgoing save those separately assessed on the respective Flats/Flats.
 6. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
 7. All litigation expenses for protecting the title of the land and building.
 8. The office expenses incurred for maintaining the office for common purposes.
 9. All other expenses and outgoing as are deemed by the Developer to be necessary or incidental for protecting the interest and rights of the Purchasers.
 10. All expenses referred to above shall be proportionately borne by the co-Purchasers on and from the date of taking charges and occupation of their respective units but the Purchasers shall not be liable to bear such charges in respect of the unsold Flat.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Common Easement)

1. The right in common with the other Purchasers for the use of the common parts for ingress in and egress out from the Flat and/or building or buildings.

2. The right in common with other Purchasers to get electricity, water connection from and to any other Flat or common parts through pipes, drains, wires, conduits, lying or being in under through or over the said unit/Flat as far as may be reasonable for necessary for the beneficial use and occupation of the respective Flat and/or common parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the Flat as far as it is necessary to protect the same.
4. The right of support from the said Flat that be enjoyed by the other parts of the building.
5. The right with or without workman and necessary materials to enter from time to time upon the Flat for the purpose of repairing so far as may be necessary for repairing such pipes, drains, wires, and conduits as aforesaid provided always that save in case of emergency the Purchasers shall be given forty eight hours notice in writing of the intention for such entry as aforesaid as can entered into other flat owners.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Details of Construction of Building/Flat/Unit)

<u>Structure</u>	: R.C.C. framed structures.
<u>Window</u>	: Iron grill and shutter with glass (aluminium).
<u>Flooring</u>	: Marble flooring.
<u>Doors</u>	: Two nos. of main doors.
<u>Walls</u>	: Bricks – A Class bricks walls 5". Internal walls with putti finish. Plumbing and electric wiring upto flat.
<u>Bath & Privy</u>	: Two nos. of bath and privy.
<u>Lift</u>	: One lift starting from ground floor to top floor.
<u>Water</u>	: Overhead tank and for continue supply.

Subject to Developer shall have right to make further additions or alteration with regard to common facilities with the change of time subject to the terms and conditions to be decided subsequent period.

CHANGES - Any change in specification shall be entertained in consultation with the Purchasers of Flat and the Purchasers option will be final.

WATER SUPPLY : From deep tube well to overhead tank for uninterrupted supply of water or from available water supply.

EXTRA WORK - Other than the norms shall be charged at a rate as to be decided by the authorized engineer of developers/owner and such amount shall be deposited before the execution of such work.

MAINTENANCE - The maintenance of Corridors, entrance, staircase, sanitary, drainage systems, water supply power supply, white wash and all repairing and renovation work will be carried out by co-operative/association of Flat Owner.

ELECTRIC WIRING - 4 Points at Bedroom including Plug, 5 Points at Dinning Room including Plug, 2 Points at Bathroom, 2 Points at Kitchen, 2 Points at Verandah, 1 Calling Bail and all wares are ISI Mark.

ELECTRIC METER - Procurement of electric meter for each Flat from CESC shall be on account and cost of Flat buyer.

TRANSFER AND REGISTRATION - The cost and expenses for preparing Agreement, Sale Deed, Stamping, Registration, Solicitors/Advocate Fees, other duties and charges its applicable on the date of transfer and registration shall be on account of the Purchasers through Owner/Developers.

IN WITNESSETH WHEREOF the parties hereto above executed these presents the day, month and year first above written.

Witnesses:-

1.

NIRMAL KUMAR BANDHAPADHYAY, SMT. NIRA MUKHERJEE, SMT. IRA PANJA, SMT. DHIRA MAJUMDER, SRI SUKUMAR BANDHAPADHYAY, SRI TAPAN KUMAR KHARA, **being represented by their Attorney-**

2.

UNIKUE CONHEIGHT PRIVATE LIMITED
Md. Sabid.
- Director

Signature of the Attorney.

UNIKUE CONHEIGHT PRIVATE LIMITED
Md. Sabid.
- Director

Signature of the Developers.

Signature of the Purchasers.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs..... only, out of total consideration amount of Rs...../- (Rupees) only excluding G.S. Tax in the manner as follows :-

Date	Cash/Ch. No.	Drawn on	Amount(Rs)
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Witnesses:-

1.

2.

UNIKOE CONHEIGHT PRIVATE LIMITED
Md. Sabid
 - Director

Signature of the Developers.

Drafted by me.

(RABIN KUMAR KARMAKAR)
 Advocate,
 Podrah, Howrah.
 Enrolment No. WB-301/90.

Typed by me.